

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**TWIN LAKES TELEPHONE COOPERATIVE CORPORATION**

**AND**

**COMCAST PHONE OF TENNESSEE, LLC d/b/a COMCAST DIGITAL PHONE**

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## **GLOSSARY**

### **ATTACHMENTS:**

- Preordering, Ordering, Maintenance and Repair Attachment
- Local Number Portability Attachment
- Interconnection Attachment
- Ancillary Services Attachment
- Pricing Attachment

## INTERCONNECTION AGREEMENT

THIS AGREEMENT (“Agreement”) is effective upon execution by both parties (the “Effective Date”) but subject to approval by the Commission, by and between Twin Lakes Telephone Cooperative Corporation (“ILEC”) with offices at 200 Telephone Ln., Gainesboro, TN 38562 and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone (“CLEC”) with offices at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103. This Agreement may refer to either ILEC or CLEC or both as a “Party” or “Parties.”

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Communications Act of 1934 (as amended) (47 U.S.C. § 251(h)) (the “Act”), authorized to provide Telecommunications Services in the State of Tennessee and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of Tennessee; and

WHEREAS, CLEC represents to ILEC that it is a common carrier under the Act and, acting as a common carrier, has requested interconnection with designated facilities of ILEC; and

WHEREAS, CLEC has made a request for services under Sections 251(a) and (b) of the Act (47 U.S.C. §§ 251(a) & (b)) and is not seeking services under Section 251(c) of the Act; and

WHEREAS, the Parties agree to interconnect their facilities and exchange telecommunications traffic specifically as defined herein; and

WHEREAS, the Parties agree that capitalized terms not otherwise defined in this Agreement shall be assigned the meanings given to such term(s) by the Glossary, attached hereto and incorporated herein for all purposes.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose

1.1 CLEC agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Non-Access Telecommunications Traffic as defined in 47 C.F.R. § 51.701(b)(1) and (3) and that any exchange of traffic that is other than Non-Access Telecommunications Traffic will be incidental to the Parties’ exchange of Non-Access Telecommunications Traffic. The FCC has not determined whether VoIP-PSTN Traffic is a Telecommunications Service or an Information Service and the Parties acknowledge that they will exchange VoIP-PSTN Traffic under this Agreement. For the purposes of this Agreement, VoIP-PSTN Traffic must meet the definition of Local/EAS Traffic to be treated as such and any traffic outside the definition of Local/EAS shall be treated as Toll Traffic subject to the appropriate rates, terms and conditions of each Party’s access tariffs. If the FCC determines that VoIP-PSTN Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

1.2 Intentionally left blank.

- 1.3 CLEC or ILEC may provide services, including but not limited to interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations of the either Party pursuant to section 251 and 252, nor does it diminish any of the responsibilities of a Party with respect to its Retail Providers, as provided in this Agreement.
2. Term and Termination of the Agreement
  - 2.1 This Agreement will commence when fully executed and have an initial term of two (2) years.
  - 2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party (“Renegotiation Request”). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, or extension as mutually agreed by the Parties, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the negotiations between the Parties or pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings or negotiation, the Parties will continue to provide services to each other pursuant to this Agreement.
  - 2.3 If no Party requests renegotiation pursuant to Section 2.2, but services continue to be provided beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party (the “Termination Notice”). In the event that either Party terminates the Agreement following its conversion to a month to month term, either Party may request the negotiation of a subsequent agreement pursuant to the Renegotiation Request and negotiation terms as provided in Section 2.2 above. If neither Party requests the negotiation of a subsequent agreement within the Termination Notice period and Traffic is no longer exchanged between the Parties, this Agreement shall terminate upon the expiration of the Termination Notice period.
  - 2.4 In the event that the services are provided on a month-to-month basis beyond the term of this Agreement while the Parties are negotiating a new agreement, the rates in the new agreement will apply retroactively to the date of the Termination Notice. In the event that this Agreement terminates without a Renegotiation Request, except in the case of termination as a result of either Party’s default or for termination as otherwise provided herein, service that had been available under this Agreement and exists as of the end-date may continue uninterrupted after the end-date at the written request of either Party only under the terms of:

- 2.4.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 2.4.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

### 3. Termination of the Agreement

#### 3.1 Termination for Default Not Cured Within Sixty (60) Days

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default, or initiate a dispute pursuant to the Dispute Resolution procedures in Section 13, within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 Subject to the stay provisions of the Bankruptcy Code, upon a Party becoming insolvent, the initiation of a voluntary bankruptcy proceeding, or in the event that an involuntary bankruptcy or receivership proceeding is initiated against a Party.
- 3.1.2 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.
- 3.1.4 CLEC is adjudicated to not be a Telecommunications Carrier under the Act in a final and non-appealable order under the Act by the Commission or a court of competent jurisdiction.
- 3.1.5 CLEC is adjudicated to not be a common carrier in a final and non-appealable order by the Commission or a court of competent jurisdiction.

#### 3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

### 4. Contact Exchange

The Parties agree that each will be sole contact to the other Party for all services provided under this Agreement. The Parties agree that there is no obligation to respond to requests from third parties for information or services offered under this Agreement. The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term “this Agreement” shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

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9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed (“Billed Party”) shall pay to the invoicing Party (“Billing Party”) all undisputed amounts within thirty-two (32) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the next business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing (“Disputed Amount”). Within sixty (60) days of the date of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the Disputed Amounts. If the dispute is resolved such that payment is required, the Billed

Party shall pay the Disputed Amounts with interest at the lesser of (i) one (1 %) per month or (ii) the highest rate of interest that may be charged under Tennessee's Applicable Law. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts, and any late payment or interest charges if applicable, on its next invoice following the date of resolution of the dispute.

- 9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:
- 9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month or (ii) the highest rate of interest that may be charged under Tennessee's Applicable Law.
- 9.3.2 If payment of undisputed amounts is not received within thirty-two (32) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed, to the extent allowed under Applicable Law, if payment is not received by the fifteenth (15<sup>th</sup>) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.
- 9.3.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services other than the termination of traffic to the Billed Party at any time thereafter unless the Billed Party pays all amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the event services are discontinued pursuant to this section 9.3.3, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice. Notwithstanding the foregoing, discontinuance of existing services is subject to procedures for discontinuance, or termination, as required by Applicable Law and Commission rules.
- 9.3.4 Failure of the Billed Party to make payment to the Billing Party within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, shall be considered a material default of this Agreement.
- 9.3.5 After discontinuance procedures have begun, the Billing Party shall not accept any service orders, to the extent allowed under Applicable Law, from



the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party (“Disputed Paid Amount”), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount (“Notice Period”). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

9.6.1 Subject to each Party’s reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may conduct an audit of the other Party’s relevant books, records and other documents pertaining to the services provided under this Agreement no more frequently than once per twelve (12) month period, to evaluate the accuracy of the other Party’s billing, data and invoicing. The relevant books, records and other documents include, but are not limited to, usage data, source data, traffic reports and associated data and other information and documents pertaining to the services provided under this Agreement. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

9.6.2 Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party’s sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party’s business operations; and (vi) in compliance with the audited Party’s security rules. The review will consist of an examination and verification of usage data, records, systems, procedures and other information related to the traffic exchanged between the Parties, services performed by the Parties or settlement charges and payments made in connection with this Agreement as may be reasonably required. Each Party shall maintain such relevant records for a minimum of

twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 9.6.3 Each Party will cooperate fully in any such audit, providing reasonable access to appropriate employees, subcontractors and other agents and books, records and other documents reasonably necessary to assess the accuracy of the Party's billings, data and invoices associated with traffic exchanged pursuant to this Agreement.

9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or Applicable Law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, or in connection

with Dispute Resolution, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and no later than five (5) business days prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 11.4 Notwithstanding anything in this Section 11 to the contrary, information concerning either Party's network and information that would constitute customer proprietary network information (as defined in the Act) of either Party's End User Customers, as well as recorded usage or traffic information with respect to either Party's End User Customers, shall be deemed to be Proprietary Information under this Agreement.

## 12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other. Each Party contracting directly with a Retail Provider expressly assumes responsibility and agrees to reimburse and make whole the other Party for damages incurred by the other Party due to fraud committed or caused by the Retail Provider or by an End User Customer of such Retail Provider which, with the use of reasonable diligence and attentiveness and existing technology currently deployed, could have been prevented.

### 13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

#### 13.1 Informal Resolution of Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

#### 13.2 Formal Dispute Resolution

If negotiations fail to produce an agreeable resolution within ninety (90) days for disputes that do not affect End User Customers' exchange of traffic or fifteen (15) days for disputes that do affect End User Customers' exchange of traffic, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms (including mediation and/or arbitration before the Commission); provided, that upon mutual agreement of the Parties, such disputes may also be submitted to binding commercial arbitration. In the case of a commercial arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the commercial arbitration.

#### 13.3 Continuous Service

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

### 14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth

herein. In the event there is a conflict between any terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions (collectively, a “Force Majeure Event”). Notwithstanding the foregoing, each Party has expressly agreed that the acts of its Retail Provider contracting directly with a Party for use of the services provided under this Agreement shall be deemed to be within that Party’s control and shall not be a Force Majeure Event. If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC’s implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party’s End User Customers or other third parties.

21. Law Enforcement Interface

- 21.1 With respect to requests for call content interception or call information interception directed at a Party's End User Customers, the other Party will have no direct involvement in law enforcement interface.
- 21.2 Notwithstanding Section 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 **DISCLAIMER**

**EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.**

22.2 Indemnification

- 22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by customers of the Indemnifying Party or its Retail Providers and other third parties, for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors or its Retail Provider customers; and
- (2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Retail Provider customers, or End User Customers of either the Indemnifying Party or its Retail Provider customers.

A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

- 22.2.2 In addition to the indemnities in Section 22.2.1 above, the Party providing service to its customers ("Providing Party") shall indemnify and hold harmless the other Party from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims")

caused to the other Party by any Retail Provider, or other third party contracting, with the Providing Party for use of the services provided by this Agreement, or otherwise using the Providing Party to deliver traffic to or receive traffic from the other Party's facilities, including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that the other Party is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. The other Party will notify the Providing Party of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. The Providing Party will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall, subject to the Dispute Resolution terms of this Agreement, reimburse the other Party promptly for all loss incurred.

22.2.3 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

(2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the Indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event, the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## 22.3 Limitation of Liability.

22.3.1 Except for a Party's indemnification obligations under Section 22.2, and Section 2 of the Interconnection Attachment, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes,

omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except for a Party's indemnification obligations under Section 22.2, and a Party's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or anticipated revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

#### 22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

#### 23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

#### 24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

#### 25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the



name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. Notices

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be delivered by electronic email provided the email address is provided below and an electronic 'read receipt' is requested by sender. Where such email address is not provided and, in the case of notices of nonperformance/default and notices of termination/expiry, the notices must be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **ILEC**

Twin Lakes Telephone Cooperative  
Corporation  
Attn: Jonathan West, General Manager  
PO Box 67  
200 Telephone Ln.  
Gainesboro, TN 38562-9501  
[jwest@twlakes.coop](mailto:jwest@twlakes.coop)

To: **CLEC**

Comcast  
One Comcast Center, 55th Floor  
1701 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
ATTN : Richard Chapkis  
Deputy General Counsel  
Office : 215-286-5237  
[Richard\\_Chapkis@comcast.com](mailto:Richard_Chapkis@comcast.com)

With copy to:

Twin Lakes Telephone Cooperative  
Corporation  
Attn: Lee Richardson, Corporate Attorney  
PO Box 67  
200 Telephone Ln.  
Gainesboro, TN 38562-9501  
[lrichardson@twlakes.coop](mailto:lrichardson@twlakes.coop)

With copy to:

Beth O'Donnell  
Director, Regulatory Affairs  
One Comcast Center, 55th Floor  
1701 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
Office : 215-286-5187  
[Beth\\_O'Donnell@comcast.com](mailto:Beth_O'Donnell@comcast.com)

and

Twin Lakes Telephone Cooperative  
Corporation  
Attn: Shane Heupel, Director of Technology  
PO Box 67  
200 Telephone Ln.  
Gainesboro, TN 38562-9501  
[sheupel@twlakes.coop](mailto:sheupel@twlakes.coop)

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) if by email, the date of receipt as reflected in the electronic 'read receipt'; (iii) the next business day when notice is sent *via* overnight express mail or by personal delivery; or (iv) five (5) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable decision arising out of the dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, request negotiation of an amendment to this Agreement that reflects the Amended Rules. Such request for negotiations shall be submitted in good faith and any subsequent negotiations shall be conducted pursuant to and consistent with Section 252 of the Act to reflect the changes to one or both Parties' obligations under law that are the result of the Amended Rules.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, fees or surcharges, the purchasing Party shall furnish the providing Party a proper resale, tax or other exemption certificate, including a USF exemption certificate, as authorized or required by statute or regulation by the jurisdiction providing said resale or other exemption. To obtain the exemption the purchasing Party shall timely provide applicable tax exemption or resale certificates or forms to the providing Party. For the avoidance of doubt, each Party shall be responsible for any taxes or fees based on its income or receipts and for personal property taxes on property it owns or leases, for franchise, privilege or similar taxes or fees imposed on its own business or resulting from its own business activities. The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct entities and that each provides a separate service and as such the Parties agree that neither Party may engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

32. Non-Waiver

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Signatures on the Following Page

**TWIN LAKES TELEPHONE COOPERATIVE  
CORPORATION**

By: *Jonathan West*

Name: Jonathan West

Title: General Manager

Date: Feb 13, 2018

**COMCAST PHONE OF TENNESSEE D/B/A  
COMCAST DIGITAL PHONE**

By: *Michele Wood*  
Michele Wood (Feb 14, 2018)

Name: Michele Wood

Title: Vice President

Date: Feb 14, 2018

## GLOSSARY

### 1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below.

### 2. Definitions

#### 2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

#### 2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

#### 2.3 AFFILIATE.

Shall have the meaning as set forth in Section 153 of the Act.

#### 2.4 APPLICABLE LAW.

All effective laws, government regulations and orders applicable to each Party's performance of its obligations under this Agreement.

#### 2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

#### 2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

#### 2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

#### 2.8 COMMISSION.

The Tennessee Public Utility Commission, as appropriate.

- 2.9 COMMON CHANNEL SIGNALING (CCS).  
A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.
- 2.10 DIGITAL SIGNAL LEVEL 1 (DS1).  
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.11 DIGITAL SIGNAL LEVEL 3 (DS3).  
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.12 DIRECT INTERCONNECTION FACILITIES.  
Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.
- 2.13 END OFFICE SWITCH OR END OFFICE.  
End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
- 2.14 END USER CUSTOMER.  
The residence or business subscriber that is the ultimate user of services provided directly to such subscriber by either of the Parties or by a Retail Provider, which may be a VOIP provider.
- 2.15 END USER CUSTOMER LOCATION.  
The physical location of the premises of the End User Customer.
- 2.16 EXCHANGE AREA.  
A geographic area defined by the Commission for the provision of Telephone Exchange Service.
- 2.17 FCC.  
The Federal Communications Commission.
- 2.18 ILEC OPERATIONS AND NETWORK PLANNING HANDBOOK ("OPERATIONS HANDBOOK")  
The planning document used by ILEC to describe technical and operational aspects of its network.
- 2.19 INFORMATION SERVICE.  
The term shall be as defined in Section 153 of the Act.
- 2.20 INTEREXCHANGE CARRIER (IXC).  
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.21 INTERLATA TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.22 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.23 INTENTIONALLY LEFT BLANK.

2.24 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the Local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS exchange will be considered Switched Access Traffic and subject to Access Service charges. VoIP-PSTN Traffic is not ISP-Bound Traffic.

2.25 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.26 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

2.27 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in Section 153 of the Act.

2.28 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is Non-Access Telecommunications Traffic, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff or, if not in the ILEC's tariff, as approved by the Commission. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP and does not include CMRS traffic.

2.29 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in Section 153 of the Act.

2.30 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.31 NON-ACCESS TELECOMMUNICATION TRAFFIC OR LOCAL TRAFFIC.

“Non-Access Telecommunications Traffic” or “Local Traffic”, for purposes of this Agreement, is as defined in 47 C.F.R. Section 51.701(b)(1) and (3) and includes Local/EAS Traffic, ISP-Bound Traffic and Local/EAS VoIP-PSTN Traffic but does not include toll VoIP-PSTN Traffic.

2.32 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.32 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.33 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.34 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic. Each Party shall be responsible for all costs on its respective side of the POI.

2.35 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.



2.36 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance- sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.37 RETAIL PROVIDER.

A Retail Provider is a third party entity that obtains service pursuant to contract, tariff, affiliate or ownership interest from one of the Parties to this Agreement for sale to End User Customers. A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.38 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.39 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.40 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.45 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on a Party's network, and is transported through the other Party's Tandem to the Central Office of a third party competitive local exchange carrier, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Tandem to which the originating Party delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.41 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time, or any price list published or made publicly available by a Party.

2.42 TELCORDIA TECHNOLOGIES, D/B/A ICONECTIV OR ITS SUCCESSOR.

The organization conducts research and development projects, including development of new Telecommunications Services. It also provides generic requirements for the telecommunications industry for products, services and technologies.

2.43 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier is as defined in Section 153 of the Act.

2.44 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in Section 153 of the Act.

2.45 TELEPHONE EXCHANGE SERVICE.

The term “Telephone Exchange Service” shall have the meaning set forth in 47 U.S.C. Section 153 of the Act.

2.46 TOLL TRAFFIC.

Toll Traffic is any call, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located outside the mandatory local calling area associated with the originating End User Customer’s exchange, as defined and specified in ILEC’s local exchange Tariff or if not defined in the ILEC’s tariff as approved by the Commission. Toll Traffic shall not include any extended area service (EAS) traffic, or extended local calling area traffic, as contemplated in this Agreement, or as mandated by the Commission.

2.47 VOIP-PSTN TRAFFIC.

Voice Over Internet Protocol-Public Switch Telephone Network (“VoIP-PSTN”) traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User Customer of a service that requires Internet protocol compatible customer premises equipment.

2.48 WHOLESALE SERVICE

“Wholesale Service” is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers. For purposes of this Agreement, Wholesale Service does not include CMRS service.

2.49 WHOLESALE TELECOMMUNICATIONS SERVICE

“Wholesale Telecommunications Service” is a Telecommunications Service offered or used as a Wholesale Service. For purposes of this Agreement, Wholesale Telecommunications Service does not include CMRS service.

PRE-ORDERING, ORDERING, PROVISIONING,  
MAINTENANCE AND REPAIR ATTACHMENT

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## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. PRE-ORDERING**

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. In the event any of either Party's pre-ordering and ordering processes, including those in the ILEC's Operations Handbook, conflict with FCC orders or rules, or North American Numbering Council ("NANC") approved recommendations adopted by the FCC, the FCC orders or rules or NANC recommendations adopted by the FCC will prevail.
- 1.2. The Parties will provide access to pre-order information, including but not limited to Customer Proprietary Network Information (CPNI) and Customer Service Records (CSR). The Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release of this information. The Party requesting the CSR is responsible for Authorization regardless of whether the End User Customer is dealing directly with a Party or through a Party's Retail Provider. Each Party shall adhere to all applicable requirements of state and federal law and shall produce such authorization as required by any applicable state or federal law.
- 1.3. Customer Service Record (CSR) Requests will be submitted utilizing the Old Service Provider's preferred CSR form.
- 1.4. The Parties will exchange operational information and documentation (such as the ILEC's Operations Handbook) and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions ("Operations Procedures"). This information shall include LNP business rules/trading partner profiles of each Party.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via email. Parties may mutually agree to add other forms of information exchange such as Graphical User Interfaces (GUIs).
- 1.6. The Parties agree that they will submit requests for CSRs for the purpose of porting telephone numbers and facilitating subscriber change requests. CSRs shall not be used for any other purpose. If either Party determines the number of CSR requests submitted by the other Party significantly exceeds the number of LSR port orders submitted by the other Party, such Party shall invoke the Dispute Resolution provisions of this Agreement for resolution and provide supporting documentation for the basis of the dispute.
- 1.7. A Pre-Order Processing Charge will be billed to the requesting Party as set forth in the Pricing Attachment for each CSR request submitted; provided however, the Pre-Order Processing Charge shall not be charged if a subsequent service order is submitted to port the telephone number of the End User whose data was requested.

## 2. ORDERING

### 2.1 Ordering

- 2.1.1 The New Service Provider (“NSP”) shall place simple or non-simple orders for services by submitting a Local Service Request (“LSR”) to the Old Service Provider (“OSP”). A simple port order request is as defined by the FCC; which at the time of the Effective Date of this Agreement is a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line) and (4) does not include a reseller. All orders not meeting these criteria shall be non-simple orders.
- 2.1.2 For simple ports the Parties agree to provide the FCC required port validation fields, the requested port due date and the SPID of the ordering Party.
- 2.1.3 Service orders will be submitted utilizing the OSP’s preferred LSR format.
- 2.1.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”) or by a mutually agreed upon tracking method such as the Telephone Number.

### 2.2 Provisioning.

- 2.2.1 The Parties shall provision services during regular business hours as listed in a Party’s Operations Procedures. To the extent NSP requests provisioning of service be performed outside the OSP regular business hours, or the work so requested requires OSP’s technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.
- 2.2.2 Cancellation Charges. If the NSP cancels an LSR, after receipt of a Firm Order Confirmation (“FOC”), the OSP may assess a Cancellation Charge in accordance with the rates specified in the Pricing Attachment to this Agreement.
- 2.2.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard intervals as prescribed by the FCC orders or rules or NANC recommendations adopted by the FCC. The Expedited Service Date charge is specified in the Pricing Attachment to this Agreement.
- 2.2.4 Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party.

2.2.5 If the OSP is contacted directly by the End User Customer during the pendency of the port and the customer decides to remain with the OSP, the OSP will direct the End User Customer to notify the NSP immediately that the port is to be cancelled and the Parties will work cooperatively to cancel the port prior to activation in accordance with Section 2.2.2 and neither a LSR Charge nor a Cancellation Charges shall apply.

2.2.6 Access to Inside Wire.

2.2.6.1 Each Party is responsible for accessing customer premise wiring without disturbing the other Party's plant or facilities. In no case shall a Party remove or disconnect the loop facilities, or ground wires from the other Party's NIDs, enclosures, or protectors. If a Party removes a loop or ground wire in violation of this subsection 2.2.6, that Party will hold the other Party harmless from any liability associated with the removal of the loop or ground wire from the other Party's NID, enclosures or protectors. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

2.2.6.2 CLEC shall warrant that it is responsible for access to the customer premise wiring by its Retail Provider customer. CLEC shall take all financial responsibility for damage to ILEC plant or facilities caused by the Retail Provider. CLEC shall indemnify and hold ILEC harmless for any damage to an End User Customer's premise or for any loss or claim arising from a Retail Provider's access to the NID.

2.2.6.3 Notwithstanding the foregoing, when CLEC or its Retail Provider is connecting a Loop provided by CLEC or the Retail Provider to the Inside Wiring of an End User Customer's premises through the customer's side of the ILEC NID, CLEC does not need to submit a request to ILEC, and ILEC shall not charge CLEC for access to the ILEC NID.

3. MAINTENANCE AND REPAIR

3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective Operations Procedures as referenced in Section 1.4 of this Attachment. The Parties agree to provide 24 hour, 7 day per week contact numbers for the purpose of maintenance of service.

3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party in accordance with the charges set forth in the Pricing Attachment of the Agreement for any dispatching and testing (both inside and outside the Central Office (CO)) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting

procedures performed on the “no trouble found” repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

- 3.3 The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

#### 4. SERVICE STANDARDS

Both Parties will comply with the applicable FCC and Commission standards and quality of service requirements when providing service to the other Party.

#### 5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

#### 6. MISCELLANEOUS

##### 6.1 [Left Intentionally Blank]

##### 6.2 Misdirected Calls.

6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.)

6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

##### 6.3 End User Authorization.

6.3.1 The Parties agree that they will obtain end user authorization and submit orders according to FCC rules.

6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning its local exchange service provided by the NSP. This may include, but is not limited to billing, repair, directory listing, and number portability associated with the new service. The NSP is responsible for any charges that may be incurred in connection with service requests associated with transfer of customers.



- 6.3.3 If, based on an End User Customer complaint, it is determined, pursuant to the process laid out in 47 CFR 64.1150, that a Party has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider and reimburse any improper charges consistent with the FCC and/or state rules.
- 6.4 The OSP will not place customer service requests or local service request orders in a hold or pending status.
- 6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Local Service Request (LSR) Response within 4 business hours for simple port requests and within 24 business hours for non-simple ports.
- 6.6 CLEC shall issue an ASR to ILEC for ordering Local Interconnection Trunks. CLEC shall use ordering procedures listed in the appropriate ILEC tariff and standard intervals will apply.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

## LOCAL NUMBER PORTABILITY

### 1. GENERAL

- 1.1 The Parties will provide local number portability (LNP), in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services. The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a numbering partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.
- 1.2 The Parties agree to comply with finalized FCC rules and orders and FCC adopted NANC procedures and guidelines concerning numbering and local number portability. If either Party's Operations Procedures conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.
- 1.3 Until the FCC finalizes its rules for geographic portability, geographic portability is not allowed under this Agreement.
- 1.4 Prior to providing local service in ILEC's local exchange area, CLEC shall obtain a separate numbering resource (NXX or NXX-X) for each ILEC rate center.
- 1.5 Number Portability Administration Center.  
Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC).
- 1.6 Signaling.  
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.7 Number Query.
  - 1.7.1 For purposes of this Agreement, the Parties agree to perform queries on calls to telephone numbers with portable NXXs per the FCC requirements, which, as of the Effective Date of this Agreement, is N-1query. Neither Party shall send un-queried calls to the other Party.
  - 1.7.2 If a Party does not fulfill its responsibility to query calls, the other Party may perform queries on calls to telephone numbers with portable NXXs and route the call to the appropriate switch or network in which the telephone number resides. A Party on whose behalf the other Party performs queries shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.
- 1.8 Porting of Reserved Numbers.  
End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only

if there is at least one working telephone number in the group. All portable telephone numbers will be listed on the CSR.

1.9 Reserved for Future Use.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable.

1.11 A 10-digit trigger order is a service order issued in advance of the porting of a number. A trigger order: 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the NSP to be in control of when a number ports.

## 2. COORDINATED CUTOVERS

2.1 If the NSP requests the telephone number to port at a specific time on the day of the port, it is considered a Coordinated Request (Coordinated Hot Cut). A Coordinated Hot Cut (CHC) is not a simple port.

2.2 The OSP will charge the NSP for the labor required to perform the CHC including time waiting for the NSP. If a CHC is scheduled outside normal working hours, overtime and premium time labor rates may apply. Labor rates are reflected in the Pricing Attachment.

2.3 Neither Party is required to offer CHC; provided however, to the extent the OSP provides CHC the OSP will provide the NSP its procedures for a CHC when requested by the NSP.

## 3. OBLIGATIONS OF BOTH PARTIES

3.1 Each Party shall abide by FCC adopted NANC provisioning and implementation processes.

3.2 Each Party shall return disconnected ported TNs to the Old Service Provider (OSP) via the disconnect/snapback function in the NPAC.

3.3 Each Party shall become responsible for its End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports an End User Customer's telephone number into its switch.

3.4 Each Party shall fully complete its port orders on the FOC due date which will allow the number to be unlocked in the ALI Database.

INTERCONNECTION ATTACHMENT

## INTERCONNECTION

### 1. GENERAL

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End User Customer of one Party or its Retail Provider and is terminated to an End User Customer of the other Party or its Retail Provider physically located in the same Exchange Area where each Party directly provides Telephone Exchange Service to the End User Customer or has an arrangement with the Retail Provider to provide an analogous service directly to the End User Customer, except as otherwise provided herein.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 Both Parties acknowledge that toll traffic will be routed in accordance with ICONNECTIV Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) or CMRS Carrier is not covered under this Agreement. Any traffic that is not Local/EAS Traffic or ISP-Bound Traffic will be considered toll traffic and subject to access tariffs.

### 2. RESPONSIBILITY FOR TRAFFIC

- 2.1 Each Party is responsible for all traffic that it delivers to the other Party over direct or indirect interconnection *via* a third party, including but not limited to, Local/EAS Traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and Toll Traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities in accordance with Section 4 of this Attachment, and all Reciprocal Compensation and Access Service charges associated with all traffic exchanged by the Parties, including traffic of a Retail Provider.
- 2.2 Nomadic Traffic is traffic originating from an Internet protocol ("IP") device other than at the End User's service location. As of the Effective Date of this Agreement, each Party warrants that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service to be from a fixed location. However, due to the advancement of IP technology and applications available, services have become more mobile. Prior to exchanging "Nomadic Traffic" the originating Party shall provide in writing a percentage factor to reflect the amount of traffic terminated to the other Party that is Nomadic Traffic subject to terminating Access Service charges, which factors shall be subject to verification and modification under the audit provisions of this Agreement. All Nomadic Traffic delivered by a Party shall be subject to Access Service charges pursuant to ILEC's tariffed Switched Access Service rates.

- 2.3 Both Parties provide Non-CMRS voice services under this Agreement to End User Customers and may provide Wholesale Telecommunications Services to other entities that provide retail service to End User Customers. The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. The Parties stipulate that this Agreement does not authorize any transiting services and that neither Party will provide any transiting functions under this Agreement. Notwithstanding the foregoing, should either Party establish itself as a Tandem with subtending Central Offices, the Parties agree to negotiate in good faith rates, terms and conditions for such Party to provide transiting services to the other Party.
- 2.4 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters (as defined in Sections 6.2 and 6.3 below) for determining the correct classification of traffic pursuant to Section 6 of this Attachment.
- 2.5 The delivery of traffic by either Party that has Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned by the originating Party ("Misclassified Traffic") is prohibited under this Agreement. The Parties acknowledge that due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic").
- 2.6 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate Switched Access Service rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.7, herein below, shall apply with respect to the delivery of such traffic.
- 2.7 If a terminating Party determines in good faith, through evaluation of its traffic data and other call information, in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
- 2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning and relevant data as to why the traffic is misclassified, in a written notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate the alleged Misclassified Traffic information; provided however, the originating Party may invoke the Dispute Resolution provisions of this Agreement if it does not agree such traffic is Misclassified Traffic.
- 2.7.2 If it is resolved, whether as a result of Dispute Resolution or otherwise, that traffic is Misclassified Traffic, in addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates on all

Misclassified Traffic, except for any traffic that is determined to be Local/EAS traffic.

- 2.7.3 The Party originating traffic that has been confirmed under this Section 2.7 to be Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
- 2.7.4 Following the resolution that traffic was misclassified under this Section 2.7, if it is confirmed pursuant to the terms in this Section 2.7 that a Party continues to deliver the same Misclassified Traffic which constitutes more than two percent (2%) of the total traffic delivered by an originating Party for any consecutive three (3) months, the other Party may invoke the Dispute Resolution provisions in Section 13 of the General Terms and Conditions this Agreement. Each Party will make good faith efforts to resolve such pending dispute within a reasonable time period.
- 2.8 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, Misclassified Traffic and Unclassified Traffic. Such traffic that is not Local/EAS Traffic may be rerouted to toll trunk groups and or otherwise properly identified. This obligation applies during the pendency of a dispute.
- 2.9 Pursuant to Section 9.6 of the General Terms and Conditions of this Agreement, each Party shall have the right to audit the other Party's applicable records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges to the extent that such charges may be applicable. Both Parties shall cooperate in providing the records required to conduct such audits. No Party shall have the right to conduct an audit more than one time in a twelve-month period.

### 3. PHYSICAL CONNECTION

- 3.0 The Parties agree to physically connect their respective networks, at a point of interconnection ("POI") in order to exchange Local/EAS Traffic and ISP-Bound Traffic. This Agreement is expressly for the exchange of Local/EAS Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of a Retail Provider.

#### 3.1 Indirect Interconnection

- 3.1.1 Each Party agrees to initially exchange ISP-Bound Traffic and Local/EAS Traffic indirectly with the other Party via indirect interconnection methods set forth in this Agreement. The Parties shall exchange ISP-Bound Traffic and Local/EAS Traffic indirectly by transiting such Traffic through the applicable tandem to be determined by the Parties, or through such other tandem office or switch to which both Parties' networks are directly interconnected. These indirect interconnection arrangements shall remain in place until the monthly two-way aggregate volume of such traffic being exchanged by the Parties exceeds 240,000 minutes of use, for three consecutive months ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, but both Parties agree that direct interconnection is undesirable, then the Parties shall continue to exchange



Local/EAS Traffic and ISP-Bound Traffic indirectly utilizing the transit arrangement described herein. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then the Parties shall take immediate steps to establish the direct interconnection arrangements set forth herein.

- 3.1.2 For ISP-Bound Traffic and Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with AT&T or such other carrier to which both Parties' networks are directly interconnected. This arrangement for indirect interconnection will be subject to renegotiation: (1) if AT&T or such other transiting carrier changes tandem homing arrangements; (2) if due to change in law or regulation, AT&T or such other transiting carrier no longer offers transiting service; or (3) if for any other reason agreed upon by the Parties.
- 3.1.3 The Party originating Local/EAS Traffic and ISP-Bound Traffic that is exchanged indirectly through the transiting arrangement shall bear all charges payable to the transiting carrier(s) for such transit services with respect to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.
- 3.1.4 Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same compensation terms as provided in Section 4 of this Attachment.

### 3.2 Direct Interconnection.

- 3.2.1 At such time as either Party requests Direct Interconnection as provided in Section 3.1.1, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall either place an order for Direct Interconnection Facilities or notify ILEC of its desire to establish a Fiber Meet Point to accommodate the direct interconnection. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities or implementation of a Fiber Meet Point, including testing. If installation is delayed for reasons beyond either Party's control, the Party causing the delay will notify the other Party of such delay and provide the reason for the delay.
- 3.2.2 The Parties shall establish an initial POI at any technically feasible point on ILEC's network. Additional POIs may be established at locations on ILEC's network by mutual agreement. In selecting an additional POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of an additional POI, then such additional POI shall be determined pursuant to the Dispute Resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

- 3.2.3 The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Local/EAS Traffic and ISP-Bound Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.
- 3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks.
- 3.3 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and Toll Traffic. If both Local/EAS Traffic and Toll Traffic share the same transport facility, the Toll Traffic must be on a separate DS1 and must be routed according to the LERG or as otherwise may be mutually agreed by the Parties. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.
- 3.4 Physical Interconnection
  - 3.4.1 ILEC deploys in its network only one End Office Switch located in the ILEC Exchange.
  - 3.4.2 Trunk Types
    - 3.4.2.1 Local Interconnection Trunks
      - 3.4.2.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate, InterLATA Toll Traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
      - 3.4.2.1.2 If the Parties' originating Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
    - 3.4.2.2 Intentionally Left Blank
    - 3.4.2.3 Toll Trunks
      - 3.4.2.3.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard Switched Access Service compensation arrangements from the

Parties' respective tariffs will apply to traffic terminated over the toll trunks.

- 3.4.2.3.2 CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

#### 3.4.2.4 Other Trunk Types: 911 Trunks

- 3.4.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

### 3.4.3 Fiber Meet Point

- 3.4.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a POI. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI. Unless the Parties agree otherwise, the interconnection traffic must warrant a minimum of a DS3 facility prior to a Party requesting a Fiber Meet Point.
- 3.4.3.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.
- 3.4.3.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.
- 3.4.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.
- 3.4.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to

the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

3.4.3.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.

3.4.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

- 3.5 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request (“ASR”) according to the Ordering Attachment.
- 3.6 Either Party may request the other Party to construct new systems or facilities or make modifications to its network, which are otherwise unnecessary for the other Party to comply with the terms of this Agreement to provide interconnection on a non-discriminatory basis. Payment terms for costs of such systems or facilities, if any, will be negotiated between the Parties on an individual case basis. Neither Party will construct facilities that require the other Party to build unnecessary facilities. If the Parties are unable to reach agreement on a Party’s compliance with this Section 3.6, either Party may invoke the Dispute Resolution terms of this Agreement.
- 3.7 Interface Types:  
If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.
- 3.8 Programming:  
It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party’s assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 3.9 Equipment Additions:  
Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.
- 3.10 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem and it is not in the case of an emergency or temporary equipment

failure, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days. If routing is due to a lack of facilities resulting in blockage of traffic, the Parties shall work cooperatively together to augment the facilities, making commercially reasonable efforts to complete such augmentation within sixty (60) days.

#### 4. COMPENSATION

##### 4.1 Facilities Compensation

- 4.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, provide its own facilities, lease facilities from ILEC, self-provision or lease facilities from a third party to reach the POI.
- 4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- 4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS/ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement.
- 4.1.4 CLEC may use a third party carrier's facilities or may self-provision facilities for purposes of establishing interconnection with ILEC. In such case the CLEC or, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third party carrier or reimbursement to CLEC for such Direct Interconnection Facilities on CLEC's side of the POI.

##### 4.2 Traffic Termination Compensation

- 4.2.1 This Section 4.2.1 is expressly limited to the transport and termination of Local /EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement or of the Parties' Retail Provider customers. Because such traffic is believed to be in balance, both Parties agree that compensation for Local/EAS Traffic and ISP-Bound Traffic shall be on a bill and keep basis in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to transport and termination of such traffic issued by either Party.
- 4.2.2 Compensation for the termination of Toll Traffic exchanged between the Parties' networks will be in accordance with each Party's Switched Access Service tariffs. In the event that CLEC does not have a filed Switched

Access Service tariff or published price list for Switched Access Service, CLEC agrees to use rates that do not exceed the ILEC's tariffed Switched Access Service rates.

- 4.3 For the purposes of compensation under this Agreement, jurisdiction of VoIP-PSTN Traffic is determined by the physical location of the originating and terminating End User Customers. Signaling information associated with VoIP-PSTN Voice Traffic must comply with Section 6 of this Interconnection Attachment.
- 4.4 Neither Party shall represent Switched Access Service traffic as Local/EAS Traffic or as ISP-bound Traffic for any purpose.

## 5. ROUTING

- 5.1 Both Parties will route traffic in accordance with Traffic Routing Administration (TRA) instructions.
- 5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Except in the case of VNXX described below, both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User Customer at an End User Customer Location located inside the Rate Center with which the NPA-NXX Code(s) is associated. Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, calls to such numbers shall be subject to access charges. Notwithstanding any provision of this Agreement to the contrary, either Party may provide Virtual NXX service to its End User Customers.
  - 5.2.1 Virtual NXX or VNXX is service whereby an End User Customer is assigned a telephone number associated with a Local Calling Area (defined as the local exchange calling area including any mandatory local calling areas established and defined by the Commission), that is different from the Local Calling Area in which the Customer is physically located. For purposes of this Agreement, calls to or from a VNXX service is "VNXX Traffic".
  - 5.2.2 The Parties agree to implement a VNXX billing factor ("VNXX Factor") to determine the amount of traffic that is VNXX Traffic. Thirty (30) days after the Effective Date of this Agreement, or thirty (30) days prior to the implementation of VNXX service if a Party is not providing such VNXX service as of the Effective Date of this Agreement, the Party providing VNXX service to its End User Customers shall submit a proposed VNXX Factor to the other Party which shall reflect the amount of traffic that will be presumed to be VNXX Traffic along with appropriate intrastate and interstate jurisdictional factors (subject to verification and modification as provided herein). The Party providing VNXX service to its End User Customers will compensate the other Party for such VNXX Traffic in accordance with the other Party's intrastate and interstate Switched Access Services Tariffs.

- 5.2.3 To the extent that a Party does not initially implement billing to the other Party using the VNXX Factor, such Party reserves the right to implement billing using the VNXX Factor at any time; provided however, such billing shall be limited to VNXX Traffic usage within the prior six (6) months from the date billing is implemented using the VNXX Factor. Either Party can also bill VNXX Traffic quarterly instead of on a monthly basis. The VNXX Factor will be applied to the total minutes of use (“MOU”) exchanged between the Parties for the given period, and the resulting originating and terminating MOUs will then be multiplied by the jurisdictional factors.
- 5.2.4 The VNXX Factor can be updated no more than quarterly. If a Party chooses to submit such updates, it shall forward to the other Party, no later than 15 days after the first day of January, April, July and/or October of each year, a revised VNXX Factor based on actual traffic data for the prior three months of traffic exchanged between the Parties, ending the last day of December, March, June and September, respectively. The revised VNXX Factor will apply prospectively and serve as the basis for billing until superseded by a new VNXX Factor.
- 5.2.5 The VNXX Factor and jurisdictional factors are subject to verification and modification under the audit provisions of this Agreement and other relevant terms for Misclassified Traffic. If a Party, through reasonable evaluation of its records and in good faith, determines the proposed VNXX Factor or the jurisdictional factors (“factors”) misrepresent the amount or jurisdiction of VNXX Traffic, such Party shall provide a written notice to the other Party, including the call detail records and other relevant data in support of its findings. Upon receipt of such notification the Party so notified shall reasonably provide the supporting call detail records and other information used to determine the factors; provided however, such Party may invoke the Dispute Resolution provisions of this Agreement if it does not agree the proposed factors misrepresent the amount or jurisdiction of VNXX Traffic.
- 5.3 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.4 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, 811 and 911) to the other party over Interconnection Facilities.

## 6. SIGNALING

- 6.1 For traffic exchanged via direct interconnection between the Parties, each party shall provide accurate Calling Party Number (“CPN”) and, where technically feasible, Jurisdictional Indication Parameter (“JIP”) associated with the End User Customer originating the call. For traffic exchanged indirectly via a third-party tandem, each Party shall pass to such third-party tandem provider accurate CPN and JIP associated with the End User Customer originating the call.

6.1.1 Accurate CPN is:

6.1.1.1 CPN that is a working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.

6.1.1.2 CPN that has not been altered.

6.1.1.3 CPN that is not different than the originating number.

6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

6.1.1.5 CPN that is assigned to an active End User Customer or assigned by either Party for its testing and administration purposes.

6.1.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.1.2 Accurate JIP is:

6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.

6.1.2.2 The JIP must be populated such that the JIP used for a given call can be populated with an NPA-NXX that is specific to both the switch as well as the state and LATA of the physical location of the caller.

6.1.2.3 When call forwarding occurs, the forwarded from Directory Number ("DN") field must be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the Initial Address Message ("IAM").

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party. ILEC is currently unable to interconnect via either ISDN or IP interconnection and shall not be obligated to do so under this Agreement.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part ("ISUP"), Transaction Capability User Part ("TCAP")



messages and Jurisdictional Indicator Parameter (“JIP”) to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

## 7. NETWORK MANAGEMENT

### 7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Each Party agrees to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of ILEC’s network technical specifications, forecasting, and trunk implementation are described in its Operations Handbook, and any final interconnection configuration shall be subject to mutual agreement of the Parties.

### 7.2 Grade of Service:

Each Party will provision its network to provide a designed blocking objective of a P.01.

### 7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps on traffic directed to the other Party’s network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

### 7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party’s network is burdened repeatedly more than the other Party’s network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

### 7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that materially interferes with third parties in the use of their service, prevents third parties from using their service, materially impairs the quality of service to other carriers or to either Party’s customers; causes electrical hazards to either Party’s personnel, damage to either Party’s equipment or malfunction of either Party’s billing equipment (individually and collectively, “Network Harm”). If a Network Harm will occur, or if a Party reasonably determines that a Network

Harm is imminent, such Party will notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, whenever prior notice is not practicable due to a Network Harm that is imminent and that would have a material adverse effect on the network of a Party, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances and in compliance with FCC regulations, but only to the extent necessary (i.e., affecting as few End User Customers or facilities as possible for the minimum time period necessary) to address the specific Network Harm. In case of such temporary discontinuance or refusal, such Party will:

- 7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction; and
- 7.5.4 Restore the discontinued or suspended services immediately upon the elimination or reasonable mitigation of the Network Harm.

ANCILLARY SERVICES ATTACHMENT

## **ANCILLARY SERVICES**

### **1. 911/E-911 ARRANGEMENTS**

- 1.1 ILEC utilizes a third-party for the provision of 911/E-911 services. For all 911 services to End User Customers, CLEC is responsible for connecting to the 911 service provider and populating Tennessee's 911 database. All relations between such third-party provider and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of such third party.
- 1.2 ILEC is not liable for database errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

### **2. TELEPHONE RELAY SERVICE**

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

### **3. DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION**

- 3.1 ILEC does not provide directory listing services directly. CLEC will be required to negotiate a separate agreement for directory listings, except as set forth below, with ILEC's vendor for directory publications. ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory. Within ten (10) days of CLEC's request, ILEC will provide CLEC with the contact information for the directory publisher. ILEC may, at its sole discretion, select a different third party to publish and distribute its directories and will notify CLEC in writing if it changes publishers, which notice will be no more than ten (10) days following the effective date of a change in the Publisher. Such notice of change in publisher will include contact information of the new publisher and any known changes that will impact the process by which the CLEC's listings are to be included in the directory publication and distribution. Notwithstanding the foregoing, ILEC agrees that a change in publisher will be made no less than three (3) months prior to the date listing information is required for the annual publication of a directory, unless otherwise agreed by the Parties.

#### **3.2 Listings**

CLEC, in its sole discretion, will supply directly to the ILEC's directory publisher vendor on a regularly scheduled basis, and in a format prescribed by the directory publisher, listing information for CLEC's End Users who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code), telephone numbers and primary advertising classifications, if applicable. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

### 3.3 Distribution

Upon directory publication, CLEC will arrange for the initial distribution of the directory to End User Customers in the directory coverage area. CLEC will supply directory publisher, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable directory publisher to perform its directory distribution to CLEC customers.

## PRICING ATTACHMENT

### RATES AND CHARGES

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal.

A. Facilities Charges: Rate elements and rates for facilities under this Agreement are pursuant to ILEC's interstate Access Service Tariff filed with the Federal Communications Commission. The appropriate Access Service Request (ASR) shall be submitted to order interconnection facilities.

B. General Charges:

- |  |           |
|--|-----------|
| 1. Manual Service Order Charge         | \$ 25.00  |
| 2. Service Order Cancellation Charge   | \$ 25.00  |
| 3. Service Order Change Charge         | \$ 25.00  |
| 4. Manual Pre-Order Processing Charge* | \$ 25.00  |
| 5. Expedited Order Charge              | \$ 100.00 |

\*Pursuant to Section 1.7 of the Ordering Attachment, the Pre-Order Processing Charge does not apply if a subsequent service order is submitted to port the telephone number of the End User whose data was requested.

C. Additional Labor Charges: Except for the Customer Service Representative rates, rate elements and rates for additional labor charges under this Agreement are pursuant to ILEC's interstate Access Service Tariff filed with the Federal Communications Commission.

Customer Service Representative

- |                           |                                     |
|---------------------------|-------------------------------------|
| a. Basic Time (per rep)   | \$ 22.00 each half hour or fraction |
| b. Overtime (per rep)     | \$ 33.00 each half hour or fraction |
| c. Premium Time (per rep) | \$ 44.00 each half hour or fraction |

D. Coordinated Hot Cut Charges:

Labor rates as listed above will be charged for the personnel involved in the conversion.




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